

**Tentative Agreement  
between  
Long Beach Unified School District  
and  
California School Employees Association  
and its Long Beach Chapter #2 Unit B  
March 20, 2018**

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter #2 Unit B (CSEA) have completed negotiations for the 2017-2018 school year and agree to maintain the provisions of the current classified bargaining agreements for 2017-2018 except as follows:

**Article V: Compensation**

**APPENDIX B Salaries and Allowances**

**Salary—2017-2018**

**1% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2017. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2017-2018 fiscal year.**

**ARTICLE VIII Leaves of Absence**

**W. SICK LEAVE DONATION PROGRAM.**

**4. Application and Approval Process for Extended Sick Leave.**

- c. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she shall notify his/her immediate supervisor or the payroll clerk at his/her work site as to the reason for his/her absence and identify said reason as a catastrophic illness or injury. A Request to Participate in Sick Leave Donation Program form shall be submitted by the affected employee to his/her principal/site administrator or his/her designee before paid sick leave is exhausted. Medical verification of the catastrophic illness or injury shall be provided by the requesting employee at the time the Request to Participate in Sick Leave Donation Program form is submitted.

In the event the unit member is personally unable to request this extension of sick leave, the unit member's designee may make the request on behalf of the applicant.

- d. The principal/site administrator, or his/her designee, shall, within three (3) working days of receipt of the Request to Participate in Sick Leave Donation Program form and medical verification, review and fax and/or electronic mail both, ~~along with a recommendation for approval/disapproval, to the appropriate Assistant/Deputy Superintendent or Chief Business and Financial Officer or his/her designee,~~ **to Physician Services in the Human Resources Department** who shall be responsible for the final decision to approve or deny the employee's request. Final approval or denial will be made and faxed to the

principal/site administrator or his/her designee within three (3) working days following receipt in the office of the ~~Assistant/Deputy Superintendent, Chief Business and Financial Officer,~~ **Physician Services in the Human Resources Department.** ~~or the Superintendent.~~

- c. The principal/site administrator or his/her designee shall, within three (3) working days following notification of final approval, circulate by means of fax and/or electronic mail the Donation of Sick Leave Hours form to all schools and offices with a request to employees to donate sick leave days to the employee in need. The name of the employee shall be included in that request. Please omit the employee's Social Security number.
- d. In the event the principal/site administrator or his/her designee receives notification the Request to Participate in Sick Leave Donation Program form has been denied by the ~~Assistant/Deputy Superintendent, Chief Business and Financial Officer, or Superintendent~~ **Human Resources Department**, the principal/site administrator or his/her designee shall within three (3) working days notify the requesting employee or his/her designee of this decision. . **The employee may revise the request to add pertinent medical information and resubmit the application to Physician Services in the Human Resources Department which will have it reviewed by a licensed physician.**

**Technical Changes in Unit B  
LBUSD and CSEA**

**TABLE OF CONTENTS ARTICLE VII - HOLIDAYS**

**C Designated Holidays for Employees Assigned to ~~Year-Round School~~**

**ARTICLE VII Holidays**

**B. SCHEDULED LEGAL HOLIDAYS.**

\*Independence Day does not apply to ten (10) month employees (traditional, ~~year-round~~ or flex) including 206, 209 and 220 day employees whose assignments do not include this date.

**C. DESIGNATED HOLIDAYS FOR EMPLOYEES ASSIGNED TO ~~A YEAR-ROUND SCHOOL OR FLEX CALENDAR.~~** The paid legal and designated holidays for ten (10) month employees assigned to a ~~year-round school or flex calendar~~ shall be the same paid legal and designated holidays afforded employees assigned to a traditional school calendar.

Example:

<u>Holidays</u>	<u>Holidays</u>
<u>Year-Round/Flex Calendar</u>	<u>Traditional Calendar</u>

\*\*In an effort to equalize holidays among employees who work non-traditional school year calendars, the Friday following Thanksgiving Day does not apply to year-

~~round ten (10) month employees or flex ten (10) month employees~~ including 206, 209, and 220 day employees whose regular assignment includes Independence Day.

Except as described in the above paragraph, when a holiday to which an employee is entitled as described occurs while the employee is ~~off-track or on a flex-recess~~, the holiday shall be paid as a holiday.

## **ARTICLE VIII Leaves of Absence**

### **X. VACATION ALLOWANCE.**

#### **3. When Vacation Is Taken.**

b. All employees whose regular assignments begin and terminate with the opening and closing of the traditional school session ~~or whose regular assignment is one hundred eighty-two (182) workdays on a year-round schedule~~ shall be paid during Thanksgiving, winter, spring, summer, or intersession recess periods for vacation due them; or with the approval of the department head, requested vacation may be taken on student-free days or at other times.

## MEMORANDUM OF UNDERSTANDING

The Long Beach Unified School District (“District”) and the California School Employees Association Long Beach Chapter 2, Unit A and Unit B (“CSEA”) enter into this Memorandum of Understanding (“MOU”) and agree to the following to meet the requirements of AB 119 (2017):

### 5. EMPLOYEE INFORMATION

- a) “Newly hired employee” or “new hire” means any employee who is a member of the CSEA classified bargaining unit and who is still employed as of the date of the new employee orientation.
  
- b) Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or hire date, the District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, at CSEA’s expense, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District’s records, with each field in its own column:
  - i. First name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III);
  - v. Job title;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number;
  - ix. Work telephone extension;
  - x. Home street address (incl. apartment #);
  - xi. City;
  - xii. State;
  - xiii. ZIP Code (5 or 9 digits);
  - xiv. Home telephone number (10 digits);
  - xv. Personal cellular telephone number (10 digits);
  - xvi. Personal email address of the employee;
  - xvii. Hire date
  - xviii. Employee ID**

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The District shall not deter or discourage employees from becoming or remaining members of CSEA pursuant to California Assembly Bill No: 3550.

- c) **Periodic Update of Contact Information:** Subject to 1.b) above, the District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May of each school year. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service at CSEA's expense.

## 6. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. In Long Beach Unified School District, "new employee orientation" is defined as new employees being informed of school district departments, operations, district resources, and networking activities for the purpose of creating and fostering a positive workplace culture and identity.
- b) **District Scheduled New Employee Group Orientations:** The District shall provide CSEA access to its scheduled new employee group orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided for extenuating circumstances as determined by the District. During these scheduled orientations, CSEA shall have thirty (30) minutes of paid release time for two (2) CSEA representatives to **present** at the orientation session. The CSEA Labor Relations Representative may also attend the orientation session. CSEA shall provide the District with the contact information (email and cell phone number) of the designated CSEA representatives. **The District shall provide the CSEA Labor Relations Representative a list of all new employees, their sites, and hire dates, who do not attend the scheduled New Employee Group Orientation within ten (10) days' after the scheduled orientation.**

## 7. VIOLATIONS OF AGREEMENT

Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the grievance and arbitration provisions of Article XII in the current classified Collective Bargaining Agreement Unit A and Article XIII in the current classified Collective Bargaining Agreement Unit B. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA, and grieving on behalf of CSEA Chapter 2.

## 8. DURATION OF AGREEMENT

- a) **Term:** This MOU shall remain in full force and effect from the date this MOU is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other prior to March 15, 2020, or any subsequent anniversary date, of its desire to modify the MOU.

- b) **Savings Clause:** If during the life of the MOU there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this MOU, that provision shall no longer be valid and the parties shall meet within thirty (30) days to negotiate changes to this MOU.

This MOU is subject to ratification by CSEA unit members and approval by the District Governing Board.

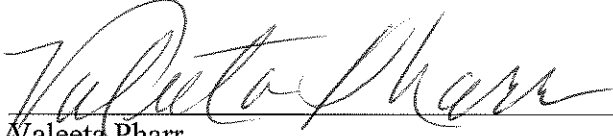
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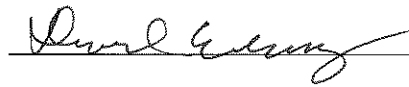
By: \_\_\_\_\_  
FOR THE DISTRICT

By: \_\_\_\_\_  
FOR CSEA

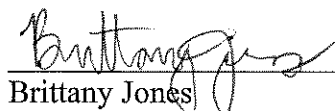
This tentative agreement is subject to ratification through the CSEA 610 policy and approval by the Board of Education.

  
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Valeeta Pharr  
Chapter #2 President

03/20/2018  
Date

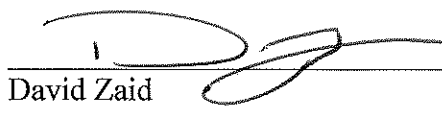
  
\_\_\_\_\_  
Dan Ewaskey  
Unit B Vice-President

3/20/18  
Date

  
\_\_\_\_\_  
Brittany Jones  
Labor Relations Representative

3/20/18  
Date

FOR THE DISTRICT:

  
\_\_\_\_\_  
David Zaid  
Director, Employee Relations

3/20/18  
Date